



STATE OF INDIANA

Addendum 3

Request for Proposal 15-17

INDIANA DEPARTMENT OF ADMINISTRATION

Solicitation For: MAIL AND PRINT/COPY SERVICES

**Response Due Date:
JANUARY 9, 2015**

1.2 DEFINITIONS AND ABBREVIATIONS

Personal <u>and/or confidential</u> Information	Defined as nonpublic data that is capable of being associated with a particular natural person, such as Social Security numbers, driver's license numbers, account numbers, credit or debit card numbers, personal identification numbers (associated with a particular account), nonpublic personal information as defined under the Gramm-Leach-Bliley Act, and protected health information as defined by the Health Information Portability and Accountability Act (HIPAA). <u>Additionally, personal and/or confidential information is such information as defined by all applicable State and Federal statutes, administrative rules and regulations, including but not limited to I.C. 4-1-10 and I.C. 4-1-6.</u>
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1.4.3.4 The requirements below are specific to DOR's use of these services and are mandatory. Some of these requirements, such as those pertaining to handling cash or checks, will be applicable to other agencies' use of courier services.

- No mail or documents from other agencies shall be intermingled with DOR's mail or documents.
- ~~The courier must be bonded to handle checks and cash.~~
- A chain of custody procedure is to be established for the receipt and delivery of all checks and cash, with each applicable agency approving of the procedure(s).

1.4.4.1 Data Printing

~~1.4.4.1.28 The respondent must be able to provide encrypted compact discs that are searchable by factors such as name and other personal identification information.~~

~~1.4.4.1.29~~ 1.4.4.1.28 Scan lines and gray scale will be printed on some DOR forms and must meet DOR specifications.

~~1.4.4.1.30~~ 1.4.4.1.29 DOR's RPS system is defined in Section 1.2, Definitions and Abbreviations. DOR's transfer of files from and/or through its RPS system to the respondent's computer system must have real-time functionality and dashboard capabilities.

1.4.4.6 Service Credits and Actual Damages~~Liquidated Damages~~

1.4.4.6.1 ~~Recognizing that, in the event of a breach of requirements set forth herein, actual damages to the State would be uncertain, difficult or impossible to ascertain, the liquidated damages set forth herein will be assessed in the event of a breach, in addition to costs and expenses that may be incurred should Indiana Code 4-1-11, et seq be applicable regarding a breach of a security system.~~ Service Credits

The Respondent will be expected to meet the following monthly performance metrics, as defined in Section 1.2, Definitions and Abbreviations, for each

participating agency: 100 percent mail piece integrity, 99 percent on-time delivery. The Respondent will also be expected to meet additional performance metrics to be agreed upon by both parties and outlined in the final contract. Subcontractor performance will count toward these monthly and quarterly metrics, and the Respondent's achievement of these metrics will be evaluated on a per-agency basis, not cumulatively. In the event the Respondent fails to meet these performance metrics in a given month or quarter, whichever is applicable,, the Respondent State may be assessed liquidated damages in the amount ~~of receive~~ a service credit of \$2,000, per affected agency, per month or quarter, whichever is applicable. The credit will be presented in the form of a check. At any point, the State reserves the right to invoke the Termination for Default clause.

1.4.4.6.2 Actual Damages

In the event that personal and/or confidential information is disclosed by the Respondent as a result of circumstances within the Respondent's control, and provided the State is in compliance with its obligations, including any redaction obligations, the State, to include the Indiana Department of Administration and any and all state agencies or bodies utilizing the services described herein, shall be entitled to actual damages along with fines or penalties, if any, assessed against the State. The Respondent shall also be liable and responsible to any individual who has been harmed or damaged by such disclosure and shall indemnify and hold harmless the State against any and all claims or causes of action arising from such breach, including reasonable attorney fees. The State will calculate such damages and provide the total to the Respondent in writing. Provided the State is in compliance with its obligations, including its redaction obligations, liquidated damages may also be applied, as defined below, to the Respondent as a result of issues involving customer data and/or personal information. One or more incidents of personal and/or confidential information disclosure may be considered, at the State's sole discretion, grounds for the State to terminate the agreement for default.

- ~~• In connection with customer data not manipulated by the respondent, to the extent personal information within such data is inadvertently disclosed by the respondent as a result of circumstances within the respondent's control, the following liquidated damages may be assessed (provided, however, the respondent's total liability per disclosure shall not exceed \$50,000 in the aggregate):~~

# of mail pieces	Liquidated damage sum due affected agency
<100	\$25 / person
>100	\$50 / person

- ~~In connection with file-based technology, to the extent personal information within such data is inadvertently disclosed by the respondent as a result of circumstances within the respondent's control and not as a result of an untested customer change, the following liquidated damages may be assessed (provided, however, the respondent's total liability per disclosure incident shall not exceed \$50,000 in the aggregate):~~

# of mail pieces	Liquidated damage sum due affected agency
< 100	\$25 / person
100 – 200	\$50 / person
> 200	\$75 / person

2.3.5 Contract Terms/Clauses

- Termination for Convenience
- ~~Service Credits and Actual Damages~~ Liquidated Damages
- Non-Collusion and Acceptance

Attachment B – Sample Contract

30. Service Credits and Actual Damages. ~~Liquidated Damages.~~

~~A. The Respondent will be expected to meet the following monthly performance metrics, as defined in Section 1.2, Definitions and Abbreviations, for each participating agency: 100 percent mail piece integrity, 99 percent on-time delivery. The Respondent will also be expected to meet additional performance metrics to be agreed upon by both parties and outlined in the final contract. Subcontractor performance will count toward these monthly and quarterly metrics, and the Respondent's achievement of these metrics will be evaluated on a per-agency basis, not cumulatively. In the event the Respondent fails to meet these performance metrics in a given month or quarter, whichever is applicable, the State may receive a service credit of \$2,000, per affected agency, per month or quarter, whichever is applicable. The credit will be presented in the form of a check. At any point, the State reserves the right to invoke the Termination for Default clause. Recognizing that, in the event of a breach of requirements set forth herein, actual damages to the State would be uncertain, difficult or impossible to ascertain, the liquidated damages set forth herein will be assessed in the event of a breach, in addition to costs and expenses that may be incurred should Indiana Code 4-1-11, et seq be applicable regarding a breach of a security system.~~

~~The Respondent will be expected to meet the following monthly performance metrics for each participating agency: 100 percent mail piece integrity, 99 percent on time delivery. Subcontractor performance will count toward these metrics, and the Respondent's achievement of these metrics will be evaluated on a per-agency basis, not cumulatively.~~

~~In the event the Respondent fails to meet these performance metrics in a given month, the Respondent may be assessed liquidated damages in the amount of \$2,000, per affected agency, per month.~~

~~Provided the State is in compliance with its obligations, including its redaction obligations, liquidated damages may also be applied, as defined below, to the Respondent as a result of issues involving customer data and/or personal information.~~

~~In connection with customer data not manipulated by the respondent, to the extent personal information within such data is inadvertently disclosed by the respondent as a result of circumstances within the respondent's control, the following liquidated damages may be assessed (provided, however, the respondent's total liability per disclosure shall not exceed \$50,000 in the aggregate):~~

# of mail pieces	Liquidated damage sum due affected agency
<100	\$25 / person
>100	\$50 / person

~~In connection with file-based technology, to the extent personal information within such data is inadvertently disclosed by the respondent as a result of circumstances within the respondent's control and not as a result of an untested customer change, the following liquidated damages may be assessed (provided, however, the respondent's total liability per disclosure incident shall not exceed \$50,000 in the aggregate):~~

# of mail pieces	Liquidated damage sum due affected agency
<100	\$25 / person
100-200	\$50 / person
>200	\$75 / person

Attachment E – Business Proposal

2.3.5 CONTRACT TERMS/CLAUSES

Mandatory Clauses	Acceptance? (Yes / No)
Service Credits and Actual Damages <u>Liquidated Damages</u>	

Attachment F – Technical Proposal

2.4.1.2 Print/Copy Services

- ~~5. The respondent must have the ability to provide encrypted compact disks that are searchable by factors such as name or other personal identification information. Please confirm your ability to meet this requirement.~~

Ability To Meet? (YES or NO)

- ~~12. Any company providing courier services under this contract must be bonded to handle checks and cash. Please confirm your acceptance.~~

Ability To Meet? (YES or NO)

2.4.2.2 Reporting

2. Immediate accessibility of reporting should include (but is not limited to):
- A. Historical tracking of mail and printing/copying
 - B. Unique piece information
 - ~~C. Track checks, billings and/or other sensitive items~~
 - ~~D.~~ C. Track inbound and outbound mail
 - ~~E.~~ D. Coordinate and track dates on print/mail items requiring timely taxpayer response
 - ~~F.~~ E. Usage volumes for print and copy center
 - ~~G.~~ F. Detailed specifications of all print/copy jobs
 - ~~H.~~ G. The respondent's performance against the performance targets of 100% mail piece integrity, 99% on-time delivery, 100% accuracy, and year-over-year (YOY) cost savings